

REMARKS

This is in full and timely response to the Office Action mailed on March 4, 2005. Reexamination in light of the following remarks is respectfully requested.

Claims 1-9 are currently pending in this application, with claims 1, 6, 7, 8 and 9 being independent.

No new matter has been added.

Allowable subject matter

Appreciation is expressed for the acknowledgement of the claim to foreign priority under 35 U.S.C. §119.

Abstract

Paragraph 3 of the Office Action includes a request for an amendment to the Abstract. Accordingly, while not conceding the propriety of these rejections and in order to advance the prosecution of the above-identified application, the Abstract has been amended.

Withdrawal of this objection is respectfully requested.

Rejections under 35 U.S.C. §112

Paragraph 6 of the Office Action includes a rejection of claims 1-9 under 35 U.S.C. §112 as allegedly lacking clarity.

While not conceding the propriety of these rejections and in order to advance the prosecution of the above-identified application, the claims have been amended.

Withdrawal of this rejection and allowance of the claims is respectfully requested.

Paragraph 7 of the Office Action includes a rejection of claims 1 and 6-9 under 35 U.S.C. §112 as allegedly being indefinite.

While not conceding the propriety of these rejections and in order to advance the prosecution of the above-identified application, the claims have been amended.

Withdrawal of this rejection and allowance of the claims is respectfully requested.

Paragraphs 8 and 9 of the Office Action includes a rejection of claims 1-9 under 35 U.S.C. §112 as allegedly being indefinite.

This rejection is traversed at least for the following reasons.

It is respectfully submitted that the claim language found within the claims is facially clear. In this regard, it is believe that that this rejection is merely attempts to recast the structural features of the claimed invention without providing any objective line of reasoning to show that a lack of clarity is, indeed, found within the claim language. Such reconstruction is without authority under Title 35 U.S.C., Title 37 C.F.R., the M.P.E.P. and relevant case law; such reconstruction is therefore deemed improper and inappropriate.

Withdrawal of this rejection and allowance of the claims is respectfully requested.

Rejection under 35 U.S.C. §102

Paragraphs 12 and 13 of the Office Action include a rejection of claims 1-9 under 35 U.S.C. §102 as allegedly being anticipated by U.S. Patent Application No. 2003/0167236 to Stefik et al. (Stefik).

This rejection is respectfully traversed at least for the following reasons.

Claims 2-5 are dependent upon claim 1. Claim 1 is drawn to a software licensing system comprising:

a licensing terminal for storing a license menu which includes information on a function, a term and a number of times that a usage is approvable for a software that is subject to usage approval; and

a user terminal capable of accessing the license menu via a communications line;

wherein when the licensing terminal creates and sends to the user terminal a pass containing information on the function, the term and the number of times that the usage is approvable based on an agreement/selection by the user terminal:

the user terminal then sends, to the software for which usage approval is to be given, a run-approval or a run-disapproval command data according to information on the function, the term and the number of times of the usage contained in the received pass, and

the user terminal then becomes able to use the software according to the content of the usage approval in the pass created by the license terminal.

As an initial matter, a specific reference to a user terminal capable of accessing the license menu via a communications line is absent from within Stefik.

Paragraph [0148] of Stefik arguably teaches that for various transactions, it may be desirable to provide some limit as to the number of "copies" of the work which may be exercised simultaneously for the right. But also absent from within Stefik is the user terminal sending, to the software for which usage approval is to be given, a run-approval or a run-disapproval command data according to information on the function, the term and the number of times of the usage contained in the received pass.

Moreover, the user terminal becoming able to use the software according to the content of the usage approval in the pass created by the license terminal is additionally absent from within Stefik.

Claim 6 is drawn to a software licensing terminal comprising:

means for storing the license menu which includes the function, the term and the number of times that a usage is approvable for the software that is subject to usage approval;

means for creating a pass containing the function, the term and the number of times that the usage is approvable based on the agreement/selection by the user terminal that is connected via a communications line; and

means for sending the pass to the user terminal via the communications line.

But as noted hereinabove, a specific reference to a user terminal capable of accessing the license menu via a communications line is absent from within Stefik.

Paragraph [0148] of Stefik arguably teaches that for various transactions, it may be desirable to provide some limit as to the number of "copies" of the work which may be exercised simultaneously for the right. But also absent from within Stefik is a means for creating a pass containing the function, the term and the number of times that the usage is approvable based on the agreement/selection by the user terminal that is connected via a communications line.

Claim 7 is drawn to a computer program wherein, by means of a control means of a licensing terminal which can connect via a communications line to the user terminal that uses the software for which usage approval has been given and which stores a license menu containing the function, the term and the number of times that a usage is approvable for said software, said computer program executes the processing for:

(a) sending to the user terminal a license menu that pertains to said software;

(b) receiving agreement/selection data that contains information on the function, the term and the number of times of use that the user terminal agreed/selected from the license menu, and creating a pass that contains information on the function, the usage period that the usage is approvable for said software, based on said agreement/selection data; and

(c) sending the pass to the user terminal.

Yet a specific reference to a user terminal that receives a pass is absent from within Stefik.

Paragraph [0148] of Stefik arguably teaches that for various transactions, it may be desirable to provide some limit as to the number of "copies" of the work which may be exercised simultaneously for the right. But receiving agreement/selection data that contains information on the function, the term and the number of times of use that the user terminal agreed/selected from the license menu, and creating a pass that contains information on the function, the usage period that the usage is approvable for said software, based on said agreement/selection data absent from within Stefik.

Claim 8 is drawn to a user terminal comprising:

means for connecting, via a communications line, to a licensing terminal that stores a licensing menu which includes the function, the term and the number of times that a usage is approvable with respect to the software for which usage approved is to be given;

means for receiving from the licensing terminal a pass containing the function, the term and the number of times of use which were agreed/selected from the license menu; and

means for sending, to said software, run-approval or run-disapproval command data according to information on the function, the term and the number of times of use contained in the received pass.

However, a specific reference to a means for receiving from the licensing terminal a pass containing the function, the term and the number of times of use which were agreed/selected from the license menu is absent from within Stefik.

Paragraph [0148] of Stefik arguably teaches that for various transactions, it may be desirable to provide some limit as to the number of "copies" of the work which may be exercised

simultaneously for the right. But absent from within Stefik is means for sending, to said software, run-approval or run-disapproval command data according to information on the function, the term and the number of times of use contained in the received pass.

Claim 9 is drawn to a computer program wherein, by means of a control means of a user terminal that can connect via a communications line to a licensing terminal which stores a license menu containing the function, the term and the number of times and that a usage is approvable regarding said software to be usage-approved, said computer program executes the processing for:

(a) creating the agreement/selection data that contains information on the function, the term and the number of times of use which were agreed/selected from the license menu; and

(b) receiving from the licensing terminal a pass which contains the function, the usage period that the usage is approvable for said software based on said agreement/selection data and sending, to said software, a run-approval or run-disapproval command data in accordance with information on the function, the term and the number of times of use contained in the received pass.

Paragraph [0148] of Stefik arguably teaches that for various transactions, it may be desirable to provide some limit as to the number of "copies" of the work which may be exercised simultaneously for the right.

However, Stefik fails to disclose, teach or suggest a computer program that executes the processing for receiving from the licensing terminal a pass which contains the function, the usage period that the usage is approvable for said software based on said agreement/selection data and sending, to said software, a run-approval or run-disapproval command data in accordance with information on the function, the term and the number of times of use contained in the received pass.

Withdrawal of this rejection and allowance of the claims is respectfully requested.

Conclusion

For the foregoing reasons, the present application is allowable, and the present application is in condition for allowance. Accordingly, favorable reexamination and reconsideration of the application in light of the amendments and remarks is courteously solicited.

If the Examiner has any comments or suggestions that could place this application in even better form, the Examiner is requested to telephone Brian K. Dutton, Reg. No. 47,255, at 202-955-8753.

If any fee is required or any overpayment made, the Commissioner is hereby authorized to charge the fee or credit the overpayment to Deposit Account # 18-0013.

Dated: September 1, 2005

Respectfully submitted,

By  

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Attachments